

## REMARKS/ARGUMENTS

The office action of July 15, 2003 has been carefully reviewed and these remarks are responsive thereto. Reconsideration and allowance of the instant application are respectfully requested.

Claims 9, 11, and 15 were amended to repeat what was earlier recited in the claim that the material and processing were for “constructing elements constituting a commodity.” These amendments provide no new matter nor raise new issues since it would have been readily recognized to one reading the claim that the material and processing were for constructing elements constituting a commodity as recited earlier in the claim. Claim 13 was amended to be consistent with claims 9, 11, and 15.

Likewise the addition of “based on said date of delivery of the material and said time of delivery of the processing” merely repeats earlier language in the claim to emphasize how the time of delivery is determined. One skilled in the art would have recognized that the time of delivery is based on the prior inputs of date of delivery of the material and of the processing. Finally, “general” was added to clarify that the program provides a general or estimated time of delivery based on the input received. See page 13, line 26. None of these changes raise new issues.

Claims 9, 11, 13, and 15 stand rejected as obvious over Mistr and claims 10, 12, 14, and 16 stand rejected as obvious over Mistr in view of the article “Earth-friendly good.”

The communications disclosed in Mistr are between a customer, energy supplier, and transportation providers. They are not between a material supplier, processors who process the materials based on a customer’s specifications to form a commodity, and a customer of the commodity. The transportation provider merely delivers the requested energy by dividing it up among various transmission lines. The transportation provider does not *process supplied materials to form a commodity*. The instant claims require communication between a material supplier, processors to form the commodity from the materials, and a customer requiring a commodity of certain specifications. Mistr simply does not teach or suggest any such communications.

In regard to column 4, lines 15-16, of Mistr, this passage merely requires a request for an amount of electricity, not specification requirements as to how the electricity is made. Column 72, lines 52-62, refers to how the electricity is transmitted along different lines.

The Examiner takes “official notice” that energy is equivalent to a commodity. This “official notice” in the context of the instant application is improper and unsupported. The commodity of the instant claims cannot be electricity as the specification clearly reveals.

Moreover, if the energy *is* a commodity in accordance with the Examiner’s rationale, then there is no teaching of “receiving information from a material supplier regarding available material based on specification requirements for *constructing elements* constituting a commodity.” Mistr does not construct energy based on specification requirements. The system in Mitr is directed to transmitting energy.

An energy resource such as electric power can never be parts (components) constituting a final commodity in accordance with the instant claims. A processor would not process the energy based on specification requirements from a manufacturer who ultimately provides the final commodity. Mistr does not teach how energy (commodity) is prepared from supplies provided by a supplier. Mistr does not teach how a processor would take the supplies and process the materials *into* the commodity, i.e. into energy. (Mistr deals with transmission of an already formed “commodity” to the customer.)

The Office Action asserts that Mistr does disclose “timely delivery of the material” in claim 9. This is the time of delivery of the energy to the customer. The system of Mistr is utilized for handling electric power distribution. It is essential to supply a certain amount of the power to satisfy the user’s demands at a certain point in time. In other words, the timing of the supply must be synchronized with the onset of the demand (time of delivery of the power should not be earlier nor later than the onset of demand.) In this case, a request from the demander (customer) always comes first, and then power supplier or transmission line is chosen to satisfy this request. Thus, “timely delivery” is based on the required need of the customer.

This is different from the instant claims wherein the time of delivery of the final commodity is calculated according to the end user’s selection of the material or the processing.

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The time of delivery is calculated from the input by the material supplier and the processor, respectively. Mistr does not teach or suggest the system of the instant claims.

The "Earth-friendly good" article does not remedy the defects of Mistr. Although the article describes using thinned-out wood to make, for example, furniture, the article does not describe any system to allow information on desired wood material, desired production place, and desired processing from an end user to be matched with wood available from thinned-out woods, production places, and available processing.

The article is completely unrelated to the delivery of energy as taught in Mistr and there is simply no reason one skilled in the art would have substituted thinned-out wood for the electricity described in Mistr. Withdrawal of the instant rejection is requested.

### CONCLUSION

It is believed that no fee is required for this submission. If any fees are required or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733, accordingly.

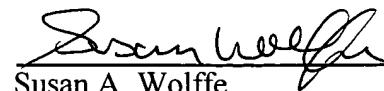
All rejections having been addressed, applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same.

Respectfully submitted,

BANNER & WITCOFF, LTD.

Dated: September 26, 2003

By:

  
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